**STORAGE SPACE LEASE AGREEMENT**

This Agreement is made and entered into this 1 day of \_\_\_\_\_\_\_ by and between Lavex, LLC, DBA Source of Nature, LLC, a Colorado limited liability company (the “Lessor”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_, a Colorado \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Lessee”).

**RECITAL**

Lessee desires to lease storage space from Lessor, and Lessor desires to rent the same to Lessee on the terms and conditions set forth in this Agreement.

**AGREEMENT**

For valuable consideration, the adequacy and receipt of which is hereby acknowledged, Lessor and Lessee agree as follows:

1. Leased Space. The “Leased Space” means certain storage space, identified on Exhibit A, at Lessor’s premises located at 9001 Pieper Rd, Wellington, CO 80549.
2. Term; Termination. The “Term” of this Agreement shall commence on --- (the “Effective Date”), and continue for a month to month period unless terminated earlier as provided in this Section. Lessor may terminate this Agreement for any reason prior to the expiration of the term by providing Lessee with 30 days’ prior written notice.
3. Rent; Labor Costs. Lessee shall pay rent of [ $\_\_ monthly or $ amount per pallet space occupied by Lessee in accordance with the Fee Schedule (“Rent”) for the Leased Space, due in advance on the first day of each month during the Term. Lessee shall pay to Lessor $20 per hour for any labor costs associated with Lessor’s labor. Lessor will invoice Lessee monthly for such costs, and Lessee agrees to pay all such costs no later than 15 days after receipt of Lessor’s invoice.
4. Use. Lessee will use the Leased Space for the storage of malt beverages and raw materials, and for no other purpose whatsoever, except with Lessor’s written consent. Lessee will not allow any accumulation of trash or debris on the Leased Space or within any other portion of Lessor’s premises. Lessee may not store any material outside the Leased Space, unless first approved by Lessor in writing, and then only in such areas as Lessor designates. Lessee will not commit or suffer any waste on the Leased Space, or permit any nuisance to be maintained on the Leased Space, or permit any disorderly conduct or other activity having tendency to annoy or disturb any occupants of any part of Lessor’s premises or surrounding areas or any adjoining property.
5. Utilities; Maintenance. Lessor will be responsible for all utilities consumed on the Leased Space. Except as otherwise provided in this Section, Lessor will maintain the Leased Space in good repair and condition for Lessee’s use. Lessee will keep the Leased Space in good order and condition, and advise Lessor or its agents if any maintenance or repairs are needed. Lessee will promptly repair, replace, and pay for any damage to the Leased Space that is caused by Lessee’s action, negligence, or fault. Lessor is not responsible to Lessee for any loss or damage due to fire, theft, water, wind, or any cause whatsoever to the property of Lessee.
6. Insurance. Lessee, at its sole cost and expense, insure on a full replacement cost basis of all of Lessee’s property located in the Leased Space, including inventory, fixtures, and contents against loss resulting from fire or other casualty. Lessee will also procure and maintain comprehensive liability insurance providing coverage from and against any loss or damage occasioned by an accident or casualty on, about, or adjacent to the Leased Space. Such liability policy shall be written on an “occurence basis” with limits not less than $2,000,000 liability coverage. Lessor shall be named as coinsured on all of Lessee’s insurance policies hereunder. Certificates for such insurance shall be delivered to Lessor, and said insurance shall not be changed, modified, reduced, or canceled without 30 days’ prior written notice to Lessor. Lessee and Lessor hereby grant to each other, on behalf of any insurer providing fire and extended coverage to either of them covering the Leased Space, Lessor’s premises or other improvements thereon or contents thereof, a waiver of any right of subrogation any such insurer of one party may acquire against the other or as against Lessee or Lessor by virtue of payment of any loss under such insurance. Such a waiver shall be effective so long as Lessor and Lessee are empowered to grant such waiver under the terms of their respective insurance policy or policies, and such waiver shall stand mutually terminated as of the date either Lessor or Lessee gives notice to the other that the power to grant such waiver has been so terminated.
7. Laws and Regulations. Lessee will, at its sole cost and expense, comply with all laws and regulations of any governmental entity, board, commission or agency having jurisdiction over the Leased Space.
8. Changes or Additions. Lessor reserves the right to make alterations or additions to the Leased Space at any time. Lessor also reserves the right to construct other improvements in the Leased Space and to make alterations or additions thereto, all as Lessor shall determine.
9. Assignment or Subletting. Lessee may not assign this Agreement or sublet the Leased Space or any part thereof without the prior written consent of Lessor. No such assignment or subletting, if approved by Lessor, will relieve Lessee of any of its obligations under this Agreement, and the performance or nonperformance of any of the covenants contained in this Agreement by sublessees will be considered as the performance or nonperformance of Lessee.
10. Indemnity. Lessee shall indemnify and hold Lessor harmless from and against any and all claims, losses, expenses, costs, judgments, and/or demands, including court costs and attorney’s fees, suffered or incurred by Lessor, arising from activities of Lessee on the Leased Space or on any part of Lessor’s premises or on account of any operation or action by Lessee and from and against all claims arising from any breach or default on the part of Lessee or any act of negligence of Lessee, its agents, contractors, servants, employees, licensees, or invitees; or any accident, injury or death of any person or damage to any property in or about the Leased Space, or any part of Lessor’s premises. Lessee’s obligations under this Article shall survive any termination of this Lease.
11. Other Remedies. In addition to remedies granted the parties by the terms hereof, each party shall have available any and all rights and remedies available under the statutes of the State of Colorado. No remedy herein or otherwise conferred upon or reserved to either party shall be considered exclusive of any other remedy but shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Further, all powers and remedies given by this Agreement to either party may be exercised, from time to time, and as often as occasion may arise or as may be deemed expedient. No delay or omission of any party to exercise any right or power arising from any default shall impair any such right or power or shall be considered to be a waiver of any such default or acquiescence thereof. The acceptance of rent by Lessor shall not be deemed to be a waiver of any breach of any of the covenants herein contained or of any of the rights of Lessor to any remedies herein given.
12. Notice. All notices, demands, and requests which may be or are required to be given by either party to the other will be in writing. Notices will be properly given if delivered in person, or sent to the receiving party by United States registered or certified mail, return receipt requested, addressed to the receiving party at such place designated by the receiving party in a written notice to the other party. Any notice given by mailing shall be effective three days after deposited in the United States mail.
13. Entire Agreement. It is expressly understood and agreed by and between the parties that this Agreement sets forth all the promises, agreements, conditions, and understandings between Lessor and its agents and Lessee and its agents relative to the Leased Space and that there are no promises, agreements, conditions, or understandings either oral or written, between them other than are set forth in this Agreement.
14. Controlling Law; Validity. This Agreement shall be interpreted and construed in accordance with the laws of the state of Colorado. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, be ruled invalid or unenforceable to any extent, the remainder of this Agreement or the application of such term, covenant or condition to persons and circumstances other than those to which it has been held invalid or unenforceable, shall not be affected thereby, and each term, covenant and condition of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.
15. Representation by Counsel; Interpretation. Each party acknowledges that it was advised, and has had the opportunity to seek, the advice of independent counsel. Each party further acknowledges that it was represented by independent legal counsel, or had the opportunity to be represented by independent legal counsel, in connection with this Agreement and that each party and their counsel have reviewed and revised this Agreement, or have had an opportunity to do so, and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement. Lessee further acknowledges that it has been advised, and has had the opportunity, to seek the advice of independent counsel.
16. No Partnership. Nothing contained in this Agreement shall be deemed to make Lessor a partner, agent, associate of or in joint venture with Lessee in the conduct of Lessee’s business, it being expressly understood and agreed that the relationship between the parties hereto is and shall at all times remain solely that of landlord and tenant.

IN WITNESS WHEREOF, the parties have signed this Storage Space Lease Agreement on the date first shown above by their respective signatures.

**LESSOR LESSEE**

LAVEX, LLC DBA \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

SOURCE OF NATURE, LLC, a Colorado \_\_\_\_\_\_\_\_\_\_\_\_\_\_

a Colorado limited liability

By: Alexandra Jesse By:

Title: Managing Member Title: